U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0006; Expires May 31, 2020

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filling of this document requires the payment of a filling fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filling an electronic Exhibit A form at https://www.tara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit is Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.lara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.lara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average :49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief. Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503

I. Name and Address of Registrant NRW INVEST (NORTH AMERICA) LLC	2. Registration No. 6645			
Name of Foreign Principal Ministry of Economic Affairs, Innovation, Digitalization and Energy of the State of North Rhine-Westphalia; Germany	4. Principal Address of Foreign Pr Berger Allee 25 40213 Dusseldorf Germany	i		
Indicate whether your foreign principal is one of the follow ☐ Government of a foreign country ☐ Foreign political party ☐ Foreign or domestic organization: If either, check-	-	·		
Partnership [Corporation [☐ Committee ☐ Voluntary group ☐ Other (specify)			
If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Ministry of Economic Affairs, Innovation, Digital b) Name and title of official with whom registrant d Uwe Kerkmann; Gruppenleiter VIII A	- '	rth Rhine-Westphalia; German		
If the foreign principal is a foreign political party, state: a) Principal address				
b) Name and title of official with whom registrant ofc) Principal aim	louis			

FORM NSD-3

I "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority, whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the forcion or	incipal is not a foreign government or a	foreign political na	rty:	
	the nature of the business or activity of the			
	•			
b) Is this	foreign principal:			
Supervisco	d by a foreign government, foreign polit	tical party, or other i	foreign principal	Yes 🗌 No 🚨
Owned by	a foreign government, foreign political	party, or other forei	ign principal	Yes 🗌 No 🗀
Directed b	y a foreign government, foreign politica	al party, or other for	eign principal	Yes 🗌 No 🗀
Controlled	by a foreign government, foreign polit	ical party, or other for	oreign principal	Yes 🗌 No 🗍
Financed t	y a foreign government, foreign politic	al party, or other for	eign principal	Yes 🗌 No 🖺
Subsidized	in part by a foreign government, foreig	n political party, or	other forcign principal	Yes 🗌 No 🔲
				<u> </u>
Explain fully all	items answered "Yes" in Item 8(b). (If	additional space is	needed, à full insert page mu	ist be used.)
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If the foreign pr	incipal is an organization and is not own al, state who owns and controls it.	ned or controlled by	a foreign government, foreig	gn political party or other
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		EXECUTION		
In accordance w	ith 28 U.S.C. § 1746, the undersigned s	wears or affirms und	der penalty of perjury that he	/she has read the
information set t	forth in this Exhibit A to the registration	statement and that	he/she is familiar with the co	
contents are in th	neir entirety true and accurate to the bes	t of his/her knowled	ige and belief.	
	•			
ate of Exhibit A	Name and Title		Signature .	
_	Michael Kordus, President and CEO			

U.S. Department of Justice

Washington, DC 20530

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OMB No. 1124-0004; Expires May 31, 2020

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must fornish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22.U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and faiture to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit is Webpage: https://www.farn.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(b) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Name of Registrant NRW.INVEST (NORTH AMERICA) LLC		2. Registration No. 6645
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	nne.of Foreign Principal histry of Economic Affairs, Innovation, Digitalizat	tion and Energy of the State of North Rhine-Westphalia
	<u>C</u>	heek Appropriate Box:
4. 🗵	The agreement between the registrant and the ab- checked, attach a copy of the contract to this exh	ove-named foreign principal is a formal written contract. If this box is nibit.
5. 🗆	föreign principal has resulted from an exchange	registrant and the foreign principal. The agreement with the above-named of correspondence. If this box is checked, attach a copy of all pertinent proposal which has been adopted by reference in such correspondence.
6. 🗆	contract nor an exchange of correspondence bety	istrant and the foreign principal is the result of neither a formal written ween the parties. If this box is checked, give a complete description below or understanding, its duration, the fees and expenses, if any, to be received.
7. De	scribe fully the nature and method of performance	of the above indicated agreement or understanding.
tra (Ge	de, business; and business relations between en	rant and the Foreign Principal governing the Registrant's furthering of titles in the United States and the State of North Rhine-Westphalia rties involved in such activities and by providing information in support
cf:	attached Operating Agreement	
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FORM NSD-4 Revised 05/17

8. D	escribe fully the	activities the registrant or	ngages in or propose	s to engage in on bel	alf of the above for	ign principal.
		n office between parties ering such activities.	involved in trade ar	d other business ac	tivities and by provi	ding information in
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337	ill the activities	on behalf of the above for	reign principal inclus	le polítical activities	ns defined in Section	1/0) of the Act and in
	e footnote below		eign principal moide	ie political activities	as actified in bould	r i(a) or the rice and in
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	9		EXECU	TION		
infor	mation set forth	8 U.S.C. § 1746, the under in this Exhibit B to the re entirety true and accurate	ersigned swears or af	firms under penalty and that he/she is far	miliar with the conte	
ate o	f Exhibit B	Name and Title		Signature		
	· · · · · · · · · · · · · · · · · · ·	Michael Kordus, Presid	lent and CEO		1	<u> </u>
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NRW.INVEST (NORTH AMERICA) LLC

OPERATING AGREEMENT

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OPERATING AGREEMENT OF NRW.INVEST (NORTH AMERICA) LLC A DELAWARE LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT is made and entered into as of the 7th day of March, 2008.

ARTICLE 1 DEFINITIONS

For purposes of this Operating Agreement the following terms have the meanings indicated (unless otherwise expressly provided herein):

"Certificate" shall mean the Certificate of Formation of the Company as filed with the Delaware Secretary of State, as the same may be amended from time to time.

"Company" shall mean NRW, Invest (North America) LLC.

"Delaware Act" shall mean the Delaware Limited Liability Company Act at Title 6 of the Delaware Code, §§ 18-101 et seg.

"Member" shall mean the undersigned and any other person who becomes a Member of the Company in accordance with this Agreement.

"Operating Agreement" shall mean this Operating Agreement as originally executed and as amended from time to time. In the event of any inconsistency between this Operating Agreement and the Delaware Act, to the extent permitted by applicable law, the terms of this Operating Agreement shall govern.

"Units" shall mean a measure of ownership interest in the Company.

ARTICLE 2 FORMATION OF THE COMPANY

2.1 Name

The name of the Company is NRW.Invest (North America) LLC; provided that the Member may, from time to time, change the name of the Company to any name permitted by the Act as the Member may deem advisable.

2.2 Formation

The Company has been organized as a Delaware limited liability company by executing and delivering the Certificate to the Secretary of State of the State of Delaware in accordance with and pursuant to the Delaware Act.

2.3 Principal Place of Business

The principal place of business of the Company will be in the State of Illinois. The Company may locate its place of business at any place or places as the Member may deem advisable.

2.4 Registered Office and Registered Agent

The Company's initial registered agent and registered office is National Registered Agents, Inc., 160 Greentree Drive, Suite 101, Dover, Delaware, County of Kent. The registered office and registered agent may be changed by the Member by filing the address of the new registered office and/or the name of the new registered agent with the Delaware Secretary of State pursuant to the Delaware Act.

2.5 Term

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The term of the Company will be perpetual.

ARTICLE 3 BUSINESS OF COMPANY

The business of the Company will be:

- (a) to promote North American investments in the German federal state Nordrhein-Westfalen and
- (b) to carry on any other lawful business or activity in connection with the foregoing, and to have and exercise all of the powers, rights and privileges which a limited liability company organized pursuant to the Delaware Act may have and exercise.

ARTICLE 4 AUTHORIZED UNITS

4.1 Units; Certificates

The capital of the Company will be represented by Units. The Units of the Member are reflected on Exhibit A, as the same may be amended from time to time. The Member may make such rules and regulations as they may deem appropriate concerning the issuance and registration of Units, including the issuance of certificates representing Units. Unless the Member decides otherwise, Units will be issued without certificates.

4.2 Capital Contributions

The Member will contribute the amount set forth on Exhibit A as its capital contribution. The Member will not be required to make additional capital contributions.

ARTICLE 5 RIGHTS AND OBLIGATIONS OF MEMBER

5.1 Limitation of Liability

The Member will not be personally liable to creditors of the Company for any debts, obligations, liabilities or losses of the Company, whether arising in contract, tort or otherwise, beyond the Member's capital contribution.

5.2 Company Books and Records

The Treasurer will maintain and preserve, during the term of the Company, and to the extent legally required, all accounts, books and other relevant Company documents. The Company shall make all accounts, books and other relevant Company documents available to the Company's auditors and any government agency with authority to examine such accounts, books and other relevant Company documents in particular the auditing rights of the Nordrhein-Westfalen Landesrechnungshof pursuant to §53 and §54 of the German Gesetz über die Grundsätze des Haushaltsrechts des Bundes und der Länder (HGrG).

ARTICLE 6 MANAGEMENT; MEETINGS; OFFICERS

6.1 Management

The business and affairs of the Company will be managed by the officers. The officers of the Company shall be elected by the Member and shall consist of a President, a Treasurer, a Secretary, and such other officers and assistant officers as may be deemed necessary or desirable by the Member. In its discretion, the Member may choose not to fill any office for any period as it may deem advisable, except that the offices of President and Secretary shall be filled as expeditiously as possible. The officers will act in the name of the Company and will supervise its operation under the direction of the Member and in accordance with the guidelines set forth in Exhibit B.

6.2 Election and Term of Office; Removal

The officers of the Company will be elected by the Member. Each officer will hold office until his or her successor is duly elected and has qualified, or until his or her earlier death, resignation or removal in the manner hereinafter provided. Appointment of an officer will not of itself create contract rights. The Member may remove any officer at any time and for any reason.

6.3 Duties and Powers of Officers

The officers will have such duties and powers as are described in Exhibit B.

6.4 Compensation

Compensation of all officers, if any, shall be fixed by the Member.

6.5 Annual Financial Report

The officers are required to prepare an audited financial report to be delivered to the Member until March 15 of the year following the year to which the report relates. The auditor shall be determined by the Member.

6.6 Member Instructions to the Company

The Member shall require the Company to comply with §65(1) sub. 4 of the German Landeshaushaltsordnung (LHO) as well as:

Requiring the Company to audit the conduct of the officers in the context of preparing the annual accounts; and

Requiring that the Company instruct the auditor to address any specific issues which the Member deems appropriate; and

Requiring the Company deliver to the Members any audit report issued by the Company's auditor.

ARTICLE 7 STANDARD OF CARE AND INDEMNIFICATION

7.1 Standard of Care

Neither the Member nor any officer will be liable to the Company by reason of the actions of such person in the conduct of the business of the Company except for fraud, gross negligence or willful misconduct.

7.2 Indemnification of Member and Officers

The Company will, to the fullest extent to which it is empowered to do so by the Delaware Act or any other applicable law, indemnify and make advances for expenses to any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a Member or officer of the Company, against losses, damages, expenses (including attorneys' fees), judgments, fines and amounts reasonably incurred by him or her in connection with such action, suit or proceeding.

ARTICLE 8 ALLOCATIONS, DISTRIBUTIONS

8.1 Allocation of Net Profits and Net Losses

The profits, losses, and other items of the Company will be distributed to the Member pursuant to Article 8 Paragraph 2.

8.2 Distributions

Distributions will be made as follows:

- (a) Subject to Section 18-607 of the Delaware Act, the Company will make interim distributions as the Member shall determine.
- (b) Upon liquidation of the Company, liquidating distributions will be made in accordance with Article 9 Paragraph 2.

ARTICLE 9 DISSOLUTION AND TERMINATION

9.1 Dissolution

- (a) The Company will be dissolved only upon the occurrence of any of the following events:
 - (i) by written decision of the Member; or
- (ii) upon the entry of a decree of judicial dissolution under Section 18-802 of the Delaware Act.
- (b) Dissolution of the Company will be effective on the day on which an event described in Article 9 Paragraph 1(a) occurs, but the Company will not terminate until a certificate of cancellation is filed with the Secretary of State of the State of Delaware and the assets of the Company are distributed as provided in Article 9 Paragraph 2. Notwithstanding the dissolution of the Company, prior to the termination of the Company, the business of the Company and the affairs of the Member will continue to be governed by this Operating Agreement.

9.2 Winding up, Liquidation and Distribution of Assets

Upon dissolution, an accounting will be made of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Member will:

- (a) sell or otherwise liquidate all of the Company's assets as promptly as practicable;
- (b) discharge all liabilities of the Company, including liabilities to the Member as a creditor of the Company to the extent permitted by law; and
 - (c) distribute the remaining assets to the Member.

9.3 Certificate of Cancellation

When all debts, liabilities and obligations of the Company have been paid and discharged, or adequate provisions have been made for their payment or discharge, and all of the remaining property and assets of the Company have been distributed, a certificate of cancellation setting forth the information required by the Delaware Act will be executed by one or more authorized persons and filed with the Delaware Secretary of State. Upon such filing, the existence of the Company will cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Delaware Act. The Member will have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Amendments

This Operating Agreement may be amended at any time by a writing executed by the Member.

10.2 Creditors
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None of the provisions of this Operating Agreement are for the benefit of or enforceable by any creditors of the Company.

10.3 Assignment

The Member may effect an assignment of the Member's Units by means of any written agreement or instrument of transfer signed by the Member and the assignee. An assignee of the Member's Units will become a member and will have and may exercise all rights and powers of a member, including the right to participate in the management of the business and affairs of the Company.

10.4 Governing Law

This Operating Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles that would require the application of any other law.

10.5 Notices

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Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or, if sent by registered or certified mail, postage and charges prepaid, return receipt requested, addressed to the Member's address, as appropriate, that is set forth in this Operating Agreement. Except as otherwise provided herein, any such notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

10.6 Headings

The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Operating Agreement or any provision hereof.

10.7 Waivers

The failure of any party to seek redress for default of or to insist on the strict performance of any covenant or condition of this Operating Agreement shall not prevent a subsequent act, that would have originally constituted a default, from having the effect of an original default.

10.8 Severability

If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

10.9 Counterparts

This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement as of the 7th day of March, 2008.

MEMBER:

NRW INVEST GmbH

Peter Gressel

EXHIBIT A UNITS OF THE MEMBERS/CAPITAL CONTRIBUTIONS

Member	Units	Capital Contribution	Percentage Interest
NRW.Invest GmbH	100	\$50,000	100%

EXHIBIT B OFFICERS OF THE COMPANY/DUTIES AND POWERS OF THE OFFICERS

President. The President will be the chief executive officer of the Company and will have the powers and perform the duties incident to that position subject to the limitation set forth herein. The President will have general and active management of the business of the Company and will ensure that all orders and resolutions of the Member are carried into effect. The President may execute deeds, contracts and other instruments, except where (i) required or permitted by law to be otherwise signed and executed (ii) the Member's prior consent is required in accordance herewith or (iii) the signing and execution thereof is specifically delegated by the Member to some other officer or agent of the Company. The President will have general powers of supervision and will be the final arbiter of all differences between officers of the Company, and such decision as to any matter affecting the Company will be final and binding as between the officers of the Company subject only to review by the Member.

The President may not take the following actions without the specific prior approval of the Member:

- (a) Enter or offer to enter into contracts involving payment by the Company of more than US\$25,000 in a given year.
- (b) Enter into any arrangement for the borrowing of money on behalf of the Company.
- (c) Enter into a joint venture or acquire shares in any company on behalf of the Company,
- (d) Make loans or otherwise advance or extend credit (other than trade receivables arising in the ordinary course of business) to any person.
- (e) Provide guarantees to or for the benefit of any customer or other person or other company.
- (f) Enter into lines of business not previously engaged in by the Company.
- (g) Employ any employee.
- (h) Determine any salary increase to employees of the Company.
- Employ or contract with consultants, agents or sales representatives.
- (j) Sell, dispose, pledge, convey, lease or otherwise deal in or with any of the Company's assets in excess of US\$25,000.
- (k) Purchase or lease real property if the amount of the purchase price or rental payments for the term of the lease exceeds US\$50,000 or if the term of the lease exceeds one year.
- (1) Purchase equipment or make other capital purchases for a price in excess of US\$25,000.

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The Secretary. The Secretary will: (a) keep the minutes of the Member's meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of this Operating Agreement or as required by law; (c) be custodian of Company records; (d) certify the resolutions of the Member and other documents of the Company as true and correct; and (e) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the President or the Member.

Treasurer. The Treasurer shall be responsible for the keeping of the financial books and records of the Company (and may engage a third party to do so) and keep accurate financial records for the Company (and may engage a third party to do so), shall deposit all monies, drafts, and checks in the name of and to the credit of the Company in such banks and depositories as the Member shall designate from time to time, shall endorse for deposit all notes, checks, and drafts received by the Company as ordered by the Member, making proper vouchers therefor, shall disburse Company funds and issue checks and drafts in the name of the Company as ordered by the Member, shall render to the Member and the President, whenever requested, an account of all such officer's transactions as Treasurer and of the financial condition of the Company, and shall perform such other duties as may be prescribed by the Member or the President from time to time.

Description of Responsibilities of the North Rhine-Westphalia ("NRW") Representation in the United States

- Active participation in preparing NRW marketing strategies for the U.S., particularly in light of representative's experience in and knowledge of the market.
- Establishing contacts with U.S. companies for direct investments, joint ventures, cooperation agreements, etc.
- Cultivating contacts in the business community (banks, accounting firms, management consultants, associations, Chambers of Commerce, industrial planning organizations, etc.).
- Creation and execution of direct mail campaigns and sending out information materials about the NRW region to target groups.
- Compiling of specific information about certain companies within the target groups, such as company size, position in the market, international business activities, etc.
- Organizing and executing seminars and informational events in the U.S. about the NRW region.
- Organizing business trips for members of the Ministry of Economic Affairs, Innovation, Digitalization and Energy to the U.S. including personal support, and sometimes accompanying the visitor(s).
- Providing diverse services for the Ministry of Economic Affairs, Innovation, Digitalization
 and Energy such as storage and shipment of informational materials, handling inquiries by
 mail, telephone, facsimile, etc.
- Ongoing reporting on current developments within the U.S. market, especially international expansion activities of U.S. companies in Europe.
- Keeping current on and occasional feedback on other countries, including European regions and North America market activities